

Auction Catalogue  
Auction conducted by mjunction services ltd  
SALE OF INDUSTRIAL BY-PRODUCTS MANAGEMENT DIVISION (IBMD) OF TATA STEEL / Secondary Tubes ex Singh Associates Kolkata /Dec'14  
being sold on **"AS-IS-WHERE-IS" and "NO-COMPLAINT" Basis.**

Mandate Number:	TS 10/STP 20/ERW		
Seller:	Tata Steel Limited		
Auction website:	auction.metaljunction.com		
Inspection Date & Time:	<b>16<sup>th</sup> Dec '14 at 10:00 AM</b>		
e-Auction Date & Time:	<b>17<sup>th</sup> Dec '14 at 02:00 PM</b>		
Contact Details:	<p>Mjunction Ltd: Debmalya Dey 09163348241 Rabin Nandy 9163348233 Auction Room No's: 033 - 66031760-61, 033 - 66031763-72, 033 - 44091760-61, 033 - 44091763-72  Contact person for Inspection : R Banerjee - 098306-96095</p> <p><b><u>CONTACT DETAILS FOR TATA STEEL POST SALES MNGT SYSTEM AT MJUNCTION</u></b></p> <p>Anamul Haque - 033 -6610 6029 / 91633 48182 E Mail - mjbpo.group@mjunction.in Money Receipt Section - 033 -6610 6077 / 033 -4409 1807 / 033 -4409 1805 / 033 -4409 1877 Delivery Order Section: - 033 -44091806 / 033 -4409 1878 / 033 -4409 1883 Refund Section: - 033 -6610 6418 / 033 -4409 1875 Confirmation Section: - 033 -6610 6326 / 033 -4409 1804 CST Section: -033 -4409 1803 / 033 -6610 6048 TCS Section: - 033 -6610 6326 Customer Communication &amp; Central helpdesk: 033 -6610 6004 / 91633 48290 Demand Note/Disablement/Deviation Mngt: 033 -6610 6030 BPO Accounts: - 033 -4409 1809 BPO Jamshedpur: - 0657 651 9985 / 8873002784 / 0657 651 9990 / 8873002755  For Any unresolved Issues at Mjunction : Saurabh Kumar (07033091440,Saurabh.kumar1@mjunction.in) Madhurendra Kr---(9771475240 madhurendra.kumar@mjunction.in) For Any unresolved Issues beyond two (02) days mail to Mjunction :  : Anup Jagnania ----- anup.jagnania@mjunction.in Copy to mjunction : Deepak Bhattacharya ---- deepak.bhattacharya@mjunction.in Copy to Tata Steel Ltd : Rajeev Upadhyaya ----- <a href="mailto:rajeevupadhyaya@tatasteel.com">rajeevupadhyaya@tatasteel.com</a></p>		
CCO CONTACT DETAILS	Praveen Kumar – Ghaziabad - <b>9717010458</b>		

	Nirmal Ghosh – Faridabad -9958001157 Harjinder Singh – Ludhiana - Vikas Sonkar – Kanpur –09794002333 Kamlesh Ghode – Bhillai -9009777860 K M Singh – Jamshedpur -9771434248 Susant Das – Kolkata - 9163348229 Sanjoy Singha – Howrah - 9163348269 Somnath Mukherjee – Rourkela -9937065924 Rajan Pandey – Bokaro -8873036025 Vishwanath Pandey – Mumbai -7738021128 Rajesh Addakula – Mumbai - 9004797513 S Raghavendra – Chennai - 9840935953 M Raghavendra – Hyderabad - 8008666855 Ravi Uppu – Bangalore – 09741355588
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A .: Material details

LOT_NO	DESCRIPTION	LOT QTY (M.T.)	E D	VAT / CST	Location
SKP12A-279	DEF/IRR.STP TUBES (from SKIPPER ) CUTTING WITH VARIOUS DEFECTS e.g DAMAGED,BENT, BUCKLED,RUSTED,PITTED IN LENGTHS UPTO AND ABOUT 1.5 M (G/M CUT) SCRAP (mixed size)	15.910	INCL	5%	Singh Associates-kolkata
SKP17A-279	DEF/IRR.STP RHS TUBES (from SKIPPER ) CUTTING WITH VARIOUS DEFECTS e.g DAMAGED,BENT, BUCKLED,RUSTED,PITTED IN LENGTHS UPTO AND ABOUT 1.5 M (G/M CUT) SCRAP (mixed size)	31.880	INCL	5%	Singh Associates-kolkata
SKP17B-279	DEF/IRR.STP RHS GALVD. TUBES (from SKIPPER ) CUTTING WITH VARIOUS DEFECTS e.g DAMAGED,BENT, BUCKLED,RUSTED,PITTED IN LENGTHS UPTO AND ABOUT 1.5 M (G/M CUT) SCRAP (mixed size)	10.740	INCL	5%	Singh Associates-kolkata
S10A-279	DEF ERW TUBES IN LONG LENGTH	48.150	INCL	5%	Singh Associates-kolkata
S10B-279	DEF ERW TUBES IN LONG LENGTH	48.100	INCL	5%	Singh Associates-kolkata
S10A-278	DEF ERW TUBES IN LONG LENGTH	30.800	INCL	5%	Singh Associates-kolkata
S5B-1-279	DEF. ERW TUBES (NON CYCLE) Dimple End	15.290	INCL	5%	Singh Associates-kolkata

S10B-274	DEF ERW TUBES IN LONG LENGTH	30.120	INCL	5%	Singh Associates-kolkata
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**B: Payment and Lifting Schedule:**

PAYMENT SCHEDULE (from date of Lot Confirmation)				LIFTING SCHEDULE (No of working days from the date of Delivery Order)	
Lot	EMD (in working days)	1st Installment (in working days)	2 <sup>nd</sup> installment (if any) (in working days)	1st Installment Lifting Days	2nd Installment Lifting Days (if any)
All Lots	02	06	12	06	06

**1. Requirements of participation:**

1.1 Registration: Before participation in the e-Auction, a prospective bidder shall be required to get registered with mjunction services limited. For details visit [www.auction.metaljunction.com](http://www.auction.metaljunction.com)

1.2 Documentation: The following documents need to be submitted by the bidder interested for participating in the e-Auction to mjunction services limited prior to the date of the e-Auction.

- Letter of Interest duly signed and stamped by bidder.
- Each page of the Terms & Conditions to be signed and stamped by the buyer and to be submitted to Mjunction Services Limited.
- Bidders are requested to submit copies of their SOI's before participating in the e Auction.

1.3 Security Deposit: Non-Interest bearing security deposit of Rs. 50000 (Rupees Fifty Thousand only) through Online Payment only : Details as under :

- Beneficiary Name: MJUNCTION SERVICES LIMITED, Beneficiary Bank name: HDFC BANK LTD, Bank Address: 2/6, Sarat Bose Road, Central Plaza; Kolkata - 700020,
- Beneficiary Account Number: 00140310003480, RTGS/NEFT IFSC: HDFC0000014, MICR NO.: 700240003.

**2. Inspection registration & policy :**

All interested parties can inspect the material as per the inspection schedule mentioned in the catalog.

(All are required to bring safety Goggles, Safety Helmet & Safety Shoes. Without these safety equipment no one shall be allowed to inspect the material)

Only registered customers / bidders / representatives of firms shall be allowed for inspection of materials, subject to their fulfilling the safety requirement of Tata Steel.

Note: Taking photographs of the material by any means is strictly prohibited

**“TATA Steel would not accept any claim from any customer for non-inspection of materials.”**

### 3. Bidding modalities:

- 3.1 Price Bid Basis: In Indian Rupees as per unit of measurement as given in Material List. Price to be quoted is basic, ex- location inclusive of excise duty, Sales tax and any other statutory levies extra.
- 3.2 Bid Increment : Rs 100/- ( Rupees Hundered only)
- 3.3 Type of Auction:
  - English No Ties : As per the material details
- 3.4 Bid Validity : Bid shall be valid for six working days from the date of auction.
- 3.5 **Bid Duration : All Lots – 15 minutes**

### 4. Taxes & duties:

- 4.1 VAT / Sales Tax : As applicable on the date of invoicing
- 4.2 Excise Duty : As applicable on the date of invoicing
- 4.3 TCS : As applicable on the date of invoicing
- 4.4 CST: The differential CST of 3% has to be made separately and deposited along with EMD. The same will be refunded after receiving complete endorsed C form. CST 3% security deposit is to be made available at mjunction Kolkata / Jamshedpur office on or before the due date of EMD payment. Mode of payment of CST security deposit are:
  - In form of demand draft in favor of “MJUNCTION SERVICES LIMITED” Payable at Kolkata.
  - NEFT & bank deposit facility is available for CST security submission. Details available online (INTIMATION tab) Call 9163348082 for queries.  
Beneficiary Name: MJUNCTION SERVICES LIMITED, Beneficiary Bank name: HDFC BANK LTD, Bank Address: 2/6, Sarat Bose Road, Central Plaza; Kolkata - 700020, Beneficiary Account Number: 00140310004118, RTGS/NEFT IFSC: HDFC0000014, MICR NO.: 700240003.
  - Bank Guarantee is also accepted in lieu of differential CST deposit. For details please contact **Anamul Haque – (091633 48182)** of MJ office, Kolkata
  - Charge of Sales Tax (VAT / CST) and issue of Statutory Forms----please refer to annexure - 1
- 4.5 Any change in Excise duty, taxes and levies applicable at the time of lifting shall be applicable.

### 5. Payment terms & conditions :

- 5.1 Payments:
  - **EMD & Installment payments shall be accepted only by RTGS/NEFT.**  
For details please contact 033-44091801
- 5.2 EMD: 10% of the total value is the EMD amount. EMD will be adjusted 50% in 1st installment & 50% in the 2nd installment. EMD payment is to be made within the time limit as mentioned in confirmation letter. No extension will be provided for the payment of EMD. No EMD will be collected for single installment payment.

5.3 Installment Payment: Installment payment is to be made as per the payment schedule. The slab for second installment will start if the installment payment is more than Rupees twelve (12) lakhs.

5.4 Additional payment days of for material value above Rs.1 Cr to 2 Cr.

For customers making aggregate purchase of between Rs.1 Crore and Rs. 2 Crores in a single auction: Additional 2 days from the scheduled date of payment.

For customers making aggregate purchase of over Rs. 2 Crores in a single auction: Additional 3 days from the scheduled date of payment.

5.5 Delayed Payment Charges (DPC) : Installment payments with DPC @ five (05) paise per Rs. 100 per day will be accepted up to two (02) working days from due date of installment payment as mentioned in the confirmation letter. This is not applicable for EMD payment.

5.6 Only Sundays are excluded from the schedule of payment.

5.7 In the event of Non-Receipt of Payment within the stipulated period of Payment (viz. actual lifting days along with 2 days' grace period with DPC), the Sale Offer for the approved, and Lot shall stand withdrawn automatically.

**5.8 Tin of TSL : 20251001839**

## **6. Lifting terms & conditions:**

6.1 DOs shall be handed over to authorized representatives of bidders on receipt of payment.

Lifting date is calculated from the DO Release date.

6.2 Loading Charges: Rs. 100 PMT

6.3 Loading Time: 8 AM to 5 PM

Loading shall be given strictly as per the statutory norms & safety norms of Tata Steel Ltd.

6.4 Lifting with Ground Rent: Lifting along with ground rent will be allowed up to **four (04)** working days from the last date of lifting period. Ground Rent will be calculated on balance unlifted quantity @ 05 paise per Rs 100 per day.

6.5 DO validity can be extended Only ONCE against each Delivery Order upto a maximum of 4 days from last date of original validity period of the DO, subject to receipt of GR Payment through DD/Pay Order by 01.00 PM on the first working day after the expiry of the Original validity period of DO. Kindly note that all Delivery Orders (DO) which meet the Lot Closure Norms shall be automatically closed within one day from the date of expiry of original Delivery Order (DO) validity.

6.6 Additional lifting days for advance payment of installment - If the installment payment is made in advance, then additional lifting days (equal to the number of days payment made in advance) would be given. This would not be applicable for EMD payment

6.7 Suitable extension of due date for payment and lifting will be accorded in case of any eventualities like Strike/ Bundh / Special restriction on vehicular movement imposed by the local Admn. etc

6.8 If, for any reason, Tata Steel is not able to give the material within twenty four (24) hours after the placement of vehicle then the buyer will have the option to take refund of the unlifted quantity.

## 7 Penalties:

7.1 The following penalties shall be applicable in the eventuality of a buyer defaulting in making the payment of EMD (wherever applicable) or first (Single)- installment, as per the stipulated schedule for each lot, in a financial year:-

- In the first instance, a penalty of Rs. 50,000/- (Rupees Fifty Thousand only) shall be recovered from the customer.
- In the second instance, a penalty of Rs. 100,000/- (Rupees One Lakh only) shall be recovered from the customer.
- In the third, and any subsequent instance, a penalty of Rs. 150,000/- (Rupees One Lakh and Fifty Thousand only) shall be recovered and the customer shall be debarred from participating in any auction for a period of three months from the date of debarment.

In the event of any default, the customer's user id will be disabled and the customer will be blocked from participating in any auction of TSL with immediate effect.

The defaulting customer shall be allowed **06 (Six)** working days to deposit the penalty as mentioned above. In case the penalty is not received within the stipulated period, the customer's security deposit shall be forfeited, and the defaulting customer shall be debarred from participating in any auction of TSL.

7.2 If, after making payment of EMD (wherever applicable), the installment payment/s are not made by the customer as per the stipulated schedule for each lot, the entire EMD amount against such lot shall be forfeited.

7.3 In case of non- lifting of full lot quantity after making full payment, a penalty equivalent to 20% of the material value for the un-lifted quantity against each lot shall be recovered from the customer.

7.4 Penalty for dishonor of cheques:

In case of dishonor of a payment instrument deposited by a customer for any reason whatsoever, the following shall be recovered from the customer:-

- Rs 1000/- (Rupees one thousand in form of Demand Draft ) towards bankers charges per instrument.
- Delayed payment charges @ 5 paise per Rs 100/- per day for the period of delay beyond the due date.
- Penalty @ 1% of the dishonoured amount, subject to a maximum of Rs. 25000/- ( Rupees Twenty Five Thousand Only) per dishonored instrument

In case of non- compliance by the bidder the penalties as given in clause no. 7.1 shall be applicable.

7.5 Penalty for dishonor of cheques submitted for CST payment :

In case of dishonor of a payment instrument deposited by a customer for any reason whatsoever, the following shall be recovered from the customer:-

- Rs 1000/- (Rupees one thousand in form of Demand Draft) towards bankers charges per instrument.

**8 Lot closure norms:** For Lot Closure, the tolerance would be  $\pm 01$  (One) MT, At Sellers Option

**9 Refund :**

9.1 Tata Steel shall endeavor to issue the refund cheque for the balance amount, if any, to the customer within 7 (seven) working days from the date of closure of DO (Delivery Order). Else, the customer is entitled to claim Delayed Refund Charges (DRC) @ 12% per annum for the period of delay beyond seven working days as aforementioned.

Such DRC shall be payable only against a written claim, to be submitted by the customer to MJ within one month from the date of refund cheque.

9.2 MJ undertakes to refund the security deposit collected against concessional CST within 7 working days of receipt of duly endorsed C Forms complete in all respects, failing which MJ shall pay Delayed Refund Charges (DRC) to the customer @ 12% p.a. for the delayed period.

Such DRC shall be payable only against a written claim, to be submitted by the customer to MJ within 1 month from the date of receipt of such refund.

**10 Complaints:** Complaints, if any, with regard to any transaction, shall have to be lodged by the buyer within three months from the date of last invoice. No complaint shall be entertained thereafter, under any circumstances. **Customers can log their complaints at [fsc@mjunction.in](mailto:fsc@mjunction.in)**

**11 Jurisdiction:** Any dispute arising out of any contract shall be decided in Jamshedpur by the courts in Jamshedpur and by no other courts. The courts in Jamshedpur shall have exclusive jurisdiction to adjudicate upon any such dispute.

**12 General terms & conditions:**

**12.1 Any dispute on quality of material and bid cancellation shall not be entertained at any point after the auction.**

**12.2** Materials shall be sold on “as is where is basis” and “no complaint basis” for all lots.

**12.3** Lot transfer will not be allowed. Payment and invoicing has to be done in the name of the H1 bidder, subject to the prices being approved.

**12.4** Material purchased should be the only material being lifted from the designated location. Tata Steel has the right to check any vehicle at any moment of time. If material lifted differs from the material that is purchased by the buyer, and then the buyer/authorised representative will be permanently debarred. Also Tata Steel can take any penal action against the buyer/authorised representative. All the material loaded in the vehicle is to be covered in order to follow the safety compliance of Tata Steel works. If the safety compliance is not followed then Tata Steel can penalize the buyer/authorised representative as deemed fit.

**12.5** These terms and conditions as stated above supercede the relevant terms & conditions that are given in Tata Steel secondary general terms and conditions. The terms & conditions not covered above will be as per Tata Steel's Secondary General Terms and Conditions w.e.f 1.4.2005.

**12.6 USE OF HYDRA CRANES BY CUSTOMERS IN ANY PREMISES/LOCATION /STOCKYARDS OF TATA STEEL AND ITS VENDORS/CONSIGNMENT AGENTS' PREMISES IS BANNED.**

## Annexure - 1

### Charge of Sales Tax (VAT / CST) and issue of Statutory Forms

1. The applicability of Sales tax (VAT/ CST) is determined on the basis of the **destination state** where the goods are being shipped to.  
(For instance goods shipped to within Jharkhand would attract VAT even though the SOLD-TO customer is registered outside Jharkhand. Similarly in case of goods being shipped to outside Jharkhand, CST would be chargeable even if the SOLD-TO customer is from within the state of Jharkhand)
2. C Form against concessional inter-state sales would be issued **only** by the SOLD-TO customer. Under no circumstances, the Form issued by SHIP-TO customer would be accepted
3. E1 form would be issued **only** to the SOLD-TO customer against submission of C Form by the same. Under no circumstances, the Form would be issued to SHIP-TO customer.
4. JVAT404 Form for local sales tax (VAT) would be issued **only** to the SOLD-TO customer, subject to VAT being charged on the **Tax Invoice**. Under no circumstances, the Form would be issued to SHIP-TO customer.
5. Timelines for submission of Forms / request for issue of Forms ( Pt. 2-4, above ) would be as below:
  - a. **Submission of C Form:** All C Forms against concessional inter-state sales must be submitted by the customers (complete in all aspects) and received at MJ office for every quarter by the last day of the subsequent quarter ( except for the E1 customers wherein it has to be submitted within 60 days from the end of the quarter , so that E1 form can be issued well in time ).  
In case of non-receipt of C form as aforesaid; Debit Notes for the differential tax would be raised in the following month, after the end of succeeding respective quarter.
  - b. **Request for issue of E1 Form: Customers eligible for issue of E1 Forms, are required to provide Quarterly E1 transaction details in the specified format, on or before the 5th working day of the subsequent month.**  
Requisite documents alongwith the enclosures should be submitted within 60 days of the end of the quarter . This shall be entertained subject to receipt of C Forms along with correct endorsement as mentioned above.  
Any requests / applications / details / documents (as mentioned above), received beyond the above timelines shall not be accepted or processed under any circumstances.
  - c. **Application for JVAT404:** All applications for JVAT404 from eligible customers need to be received at MJ office within 2 month from the end of the financial year. Any application received beyond this point shall not be entertained under any circumstances.

Photographs of lots are at best indicative only and do not necessarily reflect the actual condition of lots .all bidders are advised to physically inspect the offered lots before participating in the auctions .Tata steel or Mj shall not be responsible or liable for any error of Judgment or bids put by bidders acting on the basis of these photographs.”

ALL THE PHOTOGRAPHS ARE INDICATIVE













